

RECEIVED

JAN 15 2004

ROBERT H. SHEMWELL, CLERK
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT, LOUISIANA

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION**

FILED

ROBERT H. SHEMWELL, CLERK
WESTERN DISTRICT OF LA

DATE 1-26-04
BY mef

SUE ANN EASTERLING

NUMBER 03-0985-A

VERSUS

JUDGE DRELL

**CONCORDIA PARISH SCHOOL
BOARD**

MAGISTRATE JUDGE KIRK

PLAINTIFF'S SECOND AMENDED COMPLAINT

NOW INTO COURT, through undersigned counsel, comes plaintiff herein, who amends the complaint filed in this matter on May 19, 2003 and the first amended complaint filed on December 17, 2003 as follows:

Plaintiff amends paragraph 4 of the first amended complaint as follows:

“4.

Defendants herein are:

- (a) The **Concordia Parish School Board** (“Board”), a corporate body politic and subdivision of the State of Louisiana, domiciled in Concordia Parish, Louisiana. At all times pertinent herein, the plaintiff was employed by this defendant, which is an employer within the definitions shown for the respective statutes cited herein.”
- (b) **Coregis Insurance Company**, a foreign insurance company authorized to do and doing business in the State of Louisiana, which had in full force and effect from August 28, 2002 through August 28, 2003, a policy of insurance issued to the Concordia Parish School Board.

(16)

- (c) **Royal Indemnity Company**, a foreign insurance company authorized to do and doing business in the State of Louisiana, which had in full force and effect from August 28, 2003 through August 28, 2003, a policy of insurance issued to the Concordia Parish School Board.”

Plaintiff adds paragraphs 13 and 14 to her first amended complaint as follows:

“13.

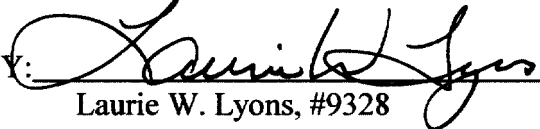
Defendant **Concordia Parish School Board** had in full force and effect a policy of insurance with defendant **Coregis Insurance Company**. The acts complained of by plaintiff are covered by said contract of insurance between **Concordia Parish School Board** and **Coregis Insurance Company**.”

“14.

Defendant **Concordia Parish School Board** had in full force and effect a policy of insurance with defendant **Royal Indemnity Company**. The acts complained of by plaintiff are covered by said contract of insurance between **Concordia Parish School Board** and **Royal Indemnity Company**.”

Plaintiff reiterates the allegations and prayer contained in her complaint originally filed on May 19, 2003, and her first amended complaint filed on December 17, 2003 as though set forth in full herein.

WALKER, TOOKE & LYONS, L.L.P.
1700 Irving Place
Shreveport, LA 71101
318/221-8644
318/221-7059 (fax)

BY: 
Laurie W. Lyons, #9328
ATTORNEYS FOR PLAINTIFF